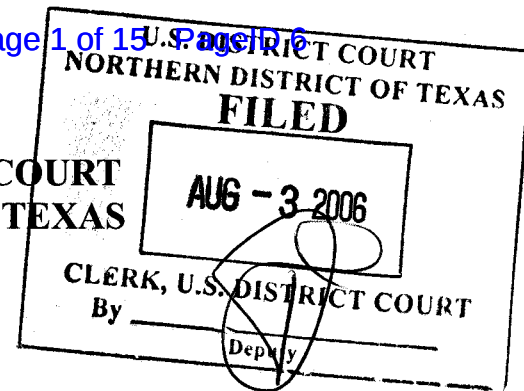


IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION



VICTOR FEDERAL SAVINGS AND LOAN )  
ASSOCIATION, a federally chartered savings )  
and loan association, )

Plaintiff, )

vs. )

MINGO VALLEY 71, et al, )

Defendant )

Civil Action No.3:06-mc-00043

**Notice of Succession in Interest for Plaintiff**

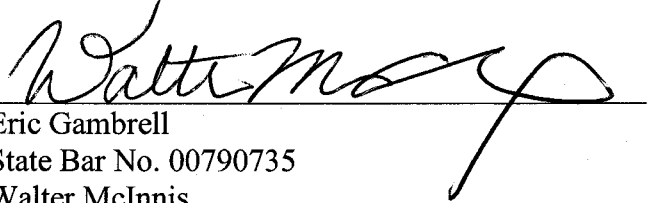
Sobranes Recovery Pool I, LLC, a Delaware limited liability company, hereby notifies the Court that, as of October 28, 2004, it is the Successor in Interest to the Federal Deposit Insurance Corporation (FDIC). A brief recitation is as follows:

- 1) On July 8, 1991, the FDIC, as receiver for Victor Federal Savings and Loan Association, obtained a judgment against the Defendant in this case. (see Exhibit 1)
- 2) On July 9, 1996, the FDIC, in its corporate capacity assigned said judgment to RecoverEdge, L.P. (see Exhibit 2)
- 3) On October 28, 2004, RecoverEdge L.P. assigned the above referenced judgment to Lawyers Recovery & Litigation Services, Inc. (see Exhibit 3)
- 4) On October 28, 2004, Lawyers Recovery & Litigation Services Inc. assigned the above referenced judgment to Sobranes Recovery Pool I, LLC. (see Exhibit 4)

**WHEREFORE**, the Plaintiff respectfully requests that this Court direct the Clerk of the Court to update the Court records and docket to reflect the succession by substituting Sobranes Recovery Pool I, LLC as the Plaintiff in this case. The current mailing address for Sobranes Recovery Pool I, LLC is 1720 S. Bellaire Street, Suite 1100, Denver, Colorado 80222.

Dated this 3<sup>rd</sup> day of August, 2006

**AKIN GUMP STRAUSS HAUER & FELD LLP**



Eric Gambrell  
State Bar No. 00790735  
Walter McInnis  
State Bar No. 24046394  
1700 Pacific Avenue, Suite 4100  
Dallas, TX 75201  
Telephone: 214.969.2800  
Facsimile: 214.969.4343

**DAVID PAVEK & ASSOCIATES**

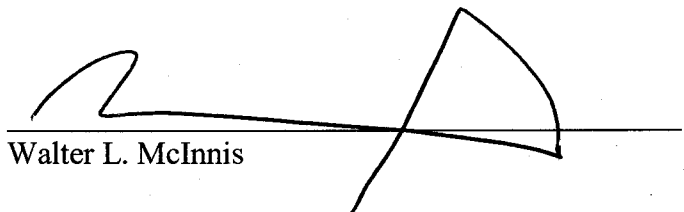
David D. Pavek  
Colorado Bar No. 16142  
Nicholus C. Palmer  
Colorado Bar No. 35484  
1700 South Bellaire Street, Suite 1100  
Denver, Colorado 80222  
Telephone: 303.715.9682  
Facsimile: 303.715.9674

**ATTORNEYS FOR SOBRANES RECOVERY  
POOL I, LLC**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing document was served on the party listed below via United States first class mail on August 3, 2006.

Daulat S. Khamesra  
4500 Chapel Hill Road  
Dallas, TX 75214



Walter L. McInnis

IN THE DISTRICT COURT IN AND FOR TULSA COUNTY  
STATE OF OKLAHOMA

JUL 08 1991

FOR CLERK, COURT CLERK  
FILED JUL 11 1991

VICTOR FEDERAL SAVINGS AND LOAN  
ASSOCIATION, a federally chartered  
savings and loan association,

Plaintiff,

v.

Case No. CJ-87-01154

MINGO VALLEY 71, an Oklahoma  
general partnership; DAN L.  
STEFANOFF; DR. SUDHIR P.  
SRIVASTAVA; DR. A. K. MITTAL;  
DR. JAYARAM NAIDU; MELVIN T.  
CRAWFORD; NORMAN E. SMOOT; D. S.  
KHAMESRA; THOMAS C. HERRMAN;  
VINCENT A. DIMARTINO; and  
KENNETH C. MEISSNER,

Defendants.

JOURNAL ENTRY OF JUDGMENT

This matter comes on for hearing this 28th day of June, 1991,  
on the Motion for Summary Judgment filed herein by the Plaintiff  
which pertains to the liability of various guarantors of the debt  
of Mingo Valley 71, an Oklahoma general partnership. This Court,  
being fully advised in the premises finds as follows:

1. On May 28, 1991, this Court entered a deficiency judgment  
herein against Mingo Valley 71, an Oklahoma general partnership in  
the sum of \$5,500,000, plus accrued interest of \$1,217,062, plus  
continuing interest from December 13, 1990, until paid at the rate  
of 18% per annum. A Judgment and Findings of Fact and Conclusions  
of Law with respect to this deficiency judgment were filed herein  
on June 18, 1991.

2. That the Defendants Dan L. Stefanoff, Dr. Sudhir P.  
Srivastava, Dr. A. K. Mittal, Dr. Jayaram Naidu, Melvin T.

EXHIBIT

1

Crawford, Norman E. Smoot, D. S. Khamesra, Thomas C. Herrman, Vincent A. Dimartino and Kenneth C. Meissner all executed limited guaranty agreements with respect to the indebtedness of Mingo Valley 71, and this Court previously reserved the issue of their liability with respect to these guaranty agreements until the deficiency judgment was determined against Mingo Valley 71.

3. That the Defendants Dan L. Stefanoff, Thomas C. Herrman and Vincent A. Dimartino have all filed for relief pursuant to the United States Bankruptcy Code.

4. That the Defendant Melvin T. Crawford is now deceased and the personal representative of his estate, Juanita Palmer has been substituted herein as party defendant.

5. That judgment should be entered against the Defendants Dr. Sudhir P. Srivastava, Dr. A. K. Mittal, Dr. Jayaram Naidu, Norman E. Smoot, D. S. Khamesra, Kenneth C. Meissner and Juanita Palmer, as Personal Representative of the Estate of Melvin T. Crawford, pursuant to the terms and conditions of their respective guaranty agreements.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED that Judgment is hereby entered in favor of the FDIC against Dr. Sudhir P. Srivastava for the principal sum of \$1,045,000, plus accrued interest in the sum of \$231,241.78, plus continuing interest from December 13, 1990, until paid at the rate of 18% per annum. AC7110

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Judgment is hereby entered in favor of the FDIC against Dr. A. K. Mittal for the principal sum of \$495,000, plus accrued interest in the sum of 827110

\$109,535.58, plus continuing interest from December 13, 1990, until paid at the rate of 18% per annum.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Judgment is hereby entered in favor of the FDIC against Dr. Jayaram Naidu for the principal sum of \$495,000, plus accrued interest in the sum of \$109,535.58, plus continuing interest from December 13, 1990, until paid at the rate of 18% per annum.

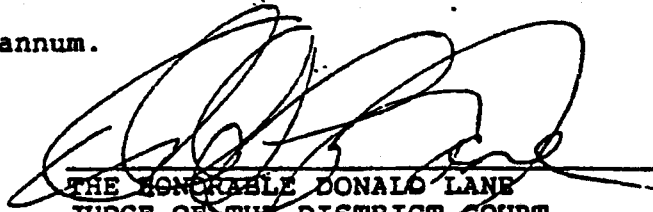
IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Judgment is hereby entered in favor of the FDIC against Norman E. Smoot for the principal sum of \$275,000, plus accrued interest in the sum of \$60,853.10, plus continuing interest from December 13, 1990, until paid at the rate of 18% per annum.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Judgment is hereby entered in favor of the FDIC against D. S. Khamesra for the principal sum of \$495,000, plus accrued interest in the sum of \$109,535.58, plus continuing interest from December 13, 1990, until paid at the rate of 18% per annum.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Judgment is hereby entered in favor of the FDIC against Kenneth C. Meissner for the principal sum of \$247,500, plus accrued interest in the sum of \$54,767.79, plus continuing interest from December 13, 1990, until paid at the rate of 18% per annum.

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Judgment is hereby entered in favor of the FDIC against Juanita Palmer, as Personal Representative of the Estate of Melvin T. Crawford, for the principal sum of \$275,000, plus accrued interest in the sum of

\$60,853.10, plus continuing interest from December 13, 1990, until paid at the rate of 18% per annum.



THE HONORABLE DONALD LANE  
JUDGE OF THE DISTRICT COURT

### ASSIGNMENT AND BILL OF SALE

Pursuant to that certain Contribution Agreement (the "Contribution Agreement"), dated as of December 14, 1993, made and entered into by and between Recoveredge, L.P., a Delaware limited partnership (the "Purchaser"), and the FEDERAL DEPOSIT INSURANCE CORPORATION (the "FDIC"), an instrumentality of the United States of America, in its corporate capacity, and as successor to the RESOLUTION TRUST CORPORATION by operation of law pursuant to 12 U.S.C. §1441(a)(2) (the "Seller"), the Seller has agreed to contribute to the Purchaser, and the Purchaser has agreed to accept from the Seller, all of the Seller's right, title and interest, if any, in and to the "JDCs" and "Small-Balance Assets" (as such terms are defined in the Contribution Agreement) listed on Exhibit A attached hereto (the "Assets").

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that the Seller, for and in consideration of the mutual promises contained in the Contribution Agreement and other good and valuable consideration paid by the Purchaser to the Seller, the receipt of which is hereby acknowledged, and intending to be legally bound hereunder, has bargained and sold, and by these presents does hereby grant, bargain, sell, convey, transfer, assign and deliver to the Purchaser, its successors and permitted assigns, each of the Assets, "as is", "with all faults", without representation or warranty, express or implied, as to ownership, title, collectibility, enforceability or any other matter.

TO HAVE AND TO HOLD the Assets unto the Purchaser, its successors and permitted assigns, to and for its and their own proper use and benefit forever.

The Purchaser may collect or receive any monies due under the Assets, and any part thereof, or release or discharge said Assets, and the Purchaser, by accepting this Assignment and Bill of Sale, does hereby hold the Seller harmless from any and all costs incurred in the collection of the Assets.

This Assignment and Bill of Sale shall be governed by and construed in accordance with the laws of the State of New York, without giving effect to principles thereof relating to conflicts of laws.

IN WITNESS WHEREOF, the undersigned has duly executed this Assignment and Bill of Sale, or has caused this Assignment and Bill of Sale to be duly executed on its behalf, as of July 7, 1996.

FEDERAL DEPOSIT INSURANCE  
CORPORATION, in its corporate capacity

By: [Signature]  
Name: Don Campbell  
Title: Attorney-In-Fact

EXHIBIT

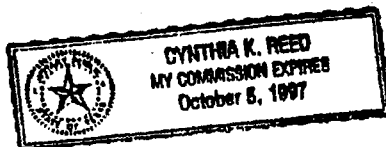
2

STATE OF TEXAS )  
 ) ss.  
COUNTY OF DALLAS )

The undersigned, a notary public in and for above-said County and State, does hereby acknowledge that Dan Campbell, as Attorney-In-Fact of the FEDERAL DEPOSIT INSURANCE CORPORATION, in its corporate capacity, personally appeared before me this day, and being by me duly sworn, says that s/he, being informed of the contents, voluntarily executed the foregoing instrument for and on behalf of such entity.

WITNESS my hand and official seal, this 9th day of July, 1996.

[SEAL]



Cynthia K. Reed  
Notary Public for the State of Texas  
Residing at: 5080 Spectrum Dr.  
Dallas, TX 75248  
My Commission Expires: 10/5/97



2. **2006**

## ASSIGNMENT AND BILL OF SALE

For valuable consideration the receipt and adequacy of which are hereby acknowledged RecoverEdge L.P. ("Assignor") does sell, quitclaim, transfer, assign and set over unto Lawyers Recovery & Litigation Services, Inc. ("Assignee"), all the Assignor's rights, title and interest, if any in and to the assets listed on Exhibit "A" attached hereto (the "assets") and Assignee agrees to accept from Assignor.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS, that RecoverEdge L.P. for and in consideration of Ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound, has bargained and sold, and by these presents, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto Lawyers Recovery & Litigation Services, Inc. its successors and permitted assigns, each of the Assets "as is" without representation or warranty as to ownership, title, collectability, or any other matter; and

TO HAVE AND TO HOLD the Assets unto Lawyers Recovery & Litigation Services, Inc. its successors and permitted assigns to and for its and their own proper use and benefit forever; and its successors and assigns to and for its and their proper use and benefit forever.

Lawyers Recovery & Litigation Services, Inc shall have the right to collect or receive any monies due under the Assets and any part thereof, or to release or discharge said Assets.

This Assignment and Bill of Sale shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to principles thereof relating to conflicts of law.

IN WITNESS WHEREOF, RecoverEdge L.P.. has duly executed this Assignment and Bill of Sale, or has caused this Assignment and Bill of Sale to be executed on its behalf, as of this 28th day of October 2004.

Witness:



By: RecoverEdge L.P

By : RecoverEdge L.L.P.

Its General Partner

By: Quantum Governmental Services, Inc.

Its Managing Partner

By:

  
Paul S. Gardner, President

EXHIBIT

3

**HARRIS COUNTY**

On this the 28th day of October 2004, before me the undersigned officer, personally appeared Paul Gardner who acknowledged himself to be President of Quantum Governmental Services, Inc. the Managing Partner of RecoverEdge, L.L.P. the General Partner of RecoverEdge L.P. and therefore authorized to execute the foregoing instrument of the purposes therein contained as his free act and deed and the free act and deed of the company by signing the name of the company.

A handwritten signature in cursive script, appearing to read "Claudia Lopez", is written over a horizontal line.

Notary Public

My Commission Expires: 4-22-2008

**EXHIBIT "A" RecoverEdge to LRLS, Inc 10-27-04**

<b>NAME</b>	<b>AMOUNT</b>
	\$317,132.84
	\$518,375.07
	\$922,796.05
	\$1,157,579.63
	\$2,904,949.53
	\$4,629,267.00
	\$2,263,360.00
	\$14,350,000.00
	\$365,000.00
	\$2,654,737.41
	\$463,710.35
	\$7,776,254.56
	\$4,562,514.73
	\$966,485.83
	\$4,328,490.55
	\$395,515.94
	\$284,791.46
	\$324,561.17
	\$616,430.85
	\$1,414,303.36
	\$3,465,982.00
	\$293,000.00
	\$3,279,699.35
	\$879,447.84
	\$615,843.69
	\$297,155.90
	\$3,358,400.09
	\$46,285,742.77
	\$3,805,751.23
	\$2,352,876.00
	\$574,518.00
	\$4,551,969.81
	\$173,342.80
	\$1,785,848.71
	\$2,594,517.50
<b>KHAMESRA, D S</b>	\$604,535.58
	\$6,132,187.18
	\$174,731.80
	\$1,450,951.12
	\$633,843.71
	\$808,465.26
	\$6,588,558.10
	\$300,000.00
	\$195,603.68
	\$5,542,223.38
	\$5,879,423.00
	\$2,128,628.01

### ASSIGNMENT AND BILL OF SALE

Pursuant to that certain Asset Purchase and Sale Agreement, dated October 28, 2004 made and entered into by and between Lawyers Recovery & Litigation Services, Inc. "LRLS" and Purchaser. "SOBRANES Recovery Pool I, LLC". which provides for the transfer to "SOBRANES Recovery Pool I, LLC" all of "LRLS" rights, title and interest, in and to the assets listed on "Exhibit A" attached hereto and "SOBRANES Recovery Pool I, LLC" hereby accepts the assets from "LRLS".

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS, that "LRLS", for and in consideration of Ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and intending to be legally bound, has bargained and sold, and by these presents, does hereby grant, bargain, sell, convey, transfer, assign and deliver unto "SOBRANES Recovery Pool I, LLC", its successors and permitted assigns, each of the Assets "as is" without representation or warranty as to ownership, title, collectability, or any other matter, except as provided in that certain Loan Purchase and Sale Agreement between of even date hereof by and between the parties ; and

TO HAVE AND TO HOLD the Assets unto "SOBRANES Recovery Pool I, LLC", its successors and permitted assigns to and for its and their own proper use and benefit forever; and its successors and assigns to and for its and their proper use and benefit forever.

"SOBRANES Recovery Pool I, LLC" shall have the right to collect or receive any monies due under the Assets and any part thereof, or to release or discharge said Assets.

This Assignment and Bill of Sale shall be governed by and construed in accordance with the laws of the State of Maryland, without giving effect to principles thereof relating to conflicts of law.

IN WITNESS WHEREOF, "LRLS" has duly executed this Assignment and Bill of Sale, or has caused this Assignment and Bill of Sale to be executed on its behalf, as of this 28<sup>th</sup> day of October 2004..

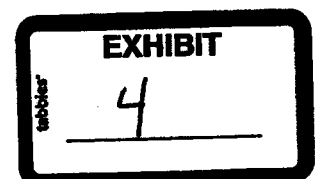
Attest:

*Kathy Baggett*

Lawyers Recovery & Litigation Services Inc.

By: *Steve Beene*

Steve Beene, Vice President  
Duly Authorized



**PLACER COUNTY**

On this the 28<sup>th</sup> day of October 2004, before me the undersigned officer, personally appeared Steve Beene, who acknowledged himself to be Vice President of Lawyers Recovery & Litigation Services Inc. and therefore authorized to execute the foregoing instrument of the purposes therein contained as his free act and deed and the free act and deed of the company by signing the name of the company.

*Twyla R. Roth-Brown*

Notary Public

My Commission Expires: May 03, 07

00880780



**EXHIBIT"A" LRLS, Inc to SOBRANES Recovery Pool I, LLC, Inc 10-28-04**

NAME	AMOUNT
1-10-04	\$317,132.84
1-10-04	\$518,375.07
1-10-04	\$922,796.05
1-10-04	\$1,157,579.63
1-10-04	\$2,904,949.53
1-10-04	\$4,629,267.00
1-10-04	\$2,263,360.00
1-10-04	\$14,350,000.00
1-10-04	\$365,000.00
1-10-04	\$2,654,737.41
1-10-04	\$463,710.35
1-10-04	\$7,776,254.56
1-10-04	\$4,562,514.73
1-10-04	\$966,485.83
1-10-04	\$4,328,490.55
1-10-04	\$395,515.94
1-10-04	\$284,791.46
1-10-04	\$324,561.17
1-10-04	\$616,430.85
1-10-04	\$1,414,303.36
1-10-04	\$3,465,982.00
1-10-04	\$293,000.00
1-10-04	\$3,279,699.35
1-10-04	\$879,447.84
1-10-04	\$615,843.69
1-10-04	\$297,155.90
1-10-04	\$3,358,400.09
1-10-04	\$46,285,742.77
1-10-04	\$3,805,751.23
1-10-04	\$2,352,876.00
1-10-04	\$574,518.00
1-10-04	\$4,551,969.81
1-10-04	\$173,342.80
1-10-04	\$1,785,848.71
1-10-04	\$2,594,517.50
1-10-04	\$604,535.58
1-10-04	\$6,132,187.18
1-10-04	\$174,731.80
1-10-04	\$1,450,951.12
1-10-04	\$633,843.71
1-10-04	\$808,465.26
1-10-04	\$6,588,558.10
1-10-04	\$300,000.00
1-10-04	\$195,603.68
1-10-04	\$5,542,223.38
1-10-04	\$5,879,423.00